

## 1. Definitions and interpretations

1.1. The following definitions and rules of interpretation apply in these Terms:

“Additional Termination Charge” has the meaning given to it in clause 15.2;

“Charges” mean the money you agree to pay us under these Terms in exchange for the Goods and/or Services;

“Contract” means the relevant contract(s) between us and you for the Goods and/or Services purchased under these Terms;

“Data” means information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form that you generate, store, transmit or use in connection with the Services;

“Early Termination Charge” means a charge we may impose on you in accordance with clause 15.2;

“Goods” means the hardware you purchase from us as detailed in the Order Confirmation;

“Bellcom Communications” / “we” / “our” / “us”: means Bellcom Communications Limited, company number 07787564, more fully described in clause 3;

“Teknicare” / “we” / “our” / “us”: means Teknicare Limited, company number 03715617, more fully described in clause 3;

“Internet” means the global data network comprising interconnected networks in connection with which the Services are supplied;

“Law” means:

(a) any law, statute, regulation, instruction, guideline, determination, designation or code of conduct having force of law of any governmental, supranational or other regulatory authority or agency of competent jurisdiction; or

(b) any term in any regulatory or governmental license, authorisation, consent, permission, approval or guidance;

“Main Body Terms” mean the Terms;

“Malware” means ‘logic bombs’, ‘worms’, ‘viruses’, ‘trojans’, ‘spyware’, ‘adware’ or any software or computer code having the same or similar effect (those expressions having the meanings as they are generally understood within the computing industry);

“Master Contact Details” has the meaning given to it in clause 4.6;

“Minimum Contract Period” has the meaning given to it in clause 15.2;

“Order Confirmation” has the meaning given to it in clause 4.3;

“Party” means, as required by the context, either you or us, and “Parties” means both you and us;

“Personal Data” has the meaning given to it in the Data Protection Act 1998;

“Privacy Policy” has the meaning given to it in clause 17.3;

“Purchase Date” has the meaning given to it in clause 13.1;

“Registry” means either Nominet UK Limited, Tucows Inc, or any other domain name registry that we choose to use from time to time;

“Services” means the communications and IT services that you purchase from us, which include, but are not limited to, voice services, broadband services, cloud services, domain names and hosting, IT support services, and email services;

“Support Team” means the support engineers employed or instructed by Bellcom Communications Ltd and/or Teknikare Ltd to provide technical support in relation to our Goods and Services;

“Terms” means the terms and conditions set out here;

“Traffic Management Policy” means the measures we may exercise as part of managing the internet connectivity Services we supply to you, which may be amended from time to time;

“You” means you, the customer, who purchases Goods/Services from Bellcom Communications and/or Teknikare under these Terms (and “your” should be interpreted accordingly);

“Website” means our web presence at [www.bellcom-technikare.co.uk](http://www.bellcom-technikare.co.uk) (including any associated website, web-page, or sub-page of that website); and “Working Day” means any day which is not a Saturday, a Sunday or a bank or public holiday in England.

1.2. All headings are for convenience, have no legal effect and should be ignored when interpreting these Terms.

1.3. The singular includes the plural and vice versa; references to any gender include every gender; and references to persons include corporations, partnerships and other unincorporated associations or bodies of persons.

1.4. Any reference to a “clause” is to a clause of the Main Body Terms, and any reference to a “paragraph” is to the paragraph, unless the context requires otherwise.

1.5. A reference to any provision of any enactment will be construed as a reference to that provision or enactment as amended, re-enacted or extended at the relevant time.

1.6. The definitions contained in the Interpretation Act 1978 apply (unless a specific definition has been included or the context requires otherwise) in interpreting words and phrases used in these Terms.

1.7. When we use the words “writing” or “written” in these Terms, this will include email unless we say otherwise.

1.8. References to these Terms or any other document are to these Terms or that document as amended from time to time.

## **2. Our contract with you**

2.1. These are the terms and conditions on which we will supply Goods and Services to you.

2.2. The Goods and Services sold under these Terms are intended for business purposes and are not designed for personal or domestic use. The Goods and Services may be used within your business for the purposes for which communications services and associated hardware are typically used. You may grant access to your employees, workers, consultants, volunteers for these purposes, but you should note that you are liable for all use of the Services associated with your account under clauses 7.4. You are not permitted to resell any of the Goods or Services sold under these Terms.

2.3. You should print a copy of these Terms or make an electronic copy of them for future reference.

2.4. These Terms may change from time to time in accordance with clause 14.

## **3. Information about us and how to contact us**

3.1. Bellcom Communications Ltd and Teknikare Ltd are both registered Companies in England and Wales. Our company registration numbers are 07787564 (Bellcom) and 03715617 (Teknicare) and our registered office is at 7-9 The Avenue, Eastbourne, East Sussex, BN21 3YA.

3.2. You can contact us by email on [info@bellcom.org](mailto:info@bellcom.org) or [info@teknicare.co.uk](mailto:info@teknicare.co.uk), or telephone +44 (0) 203 393 0000.

3.3. If you have any questions or complaints, please contact us. You can contact us by telephoning our customer service team on 0203 393 0000 or by emailing us at [info@bellcom.org](mailto:info@bellcom.org) or [info@teknicare.co.uk](mailto:info@teknicare.co.uk). You should also read the customer complaints section of these terms under clause 9.

3.4. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to terminate the Contract), you can send this to us by email, by hand, or by pre-paid post in accordance with clause 18. If we have to contact you or give you notice in writing, we will do so in accordance with clause 18.

#### **4. Order process and your right to cancel**

4.1. By placing an order, you are making an offer to purchase the relevant Goods or Services in accordance with these Terms. For the avoidance of doubt, whenever you speak with one of our sales representatives over the phone and you indicate you wish to place an order for Goods or Services, you will be asked to confirm the request in writing which will be handled in accordance with this Terms.

4.2. The prices for our Goods and Services will be those which are set out in our written proposal or quotation. Prices on the Website and other promotional material are updated periodically and cannot be guaranteed for any period of time. Our website contains a large number of Goods and Services. It is always possible that, despite our reasonable efforts, some of the Goods or Services on our Website may be incorrectly priced. If we discover an error in the price of the Goods or Services you have ordered, we will contact you to inform you of this error and we will give you the option of continuing to purchase the Goods or Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

4.3. When we receive your order, we will conduct a number of checks including, without limitation, checks on our geographical coverage, your credit rating and the capabilities of your telephone or internet line. If, following

our checks, we are satisfied that we can provide the Goods and Services you ordered, we will send you an email with details of your order (“Order Confirmation”). The Order Confirmation will confirm that we accept your offer, and the Contract will be formed at this point. If you have not received an Order Confirmation within 5 Working Days of placing your order, please contact our Support Team by calling 0203 393 0000. A separate Contract will be formed for each item of Goods and for each individual Service you order. Email communications and verbal agreements will be deemed binding and treated as formal Contracts. We will notify you by email when we expect the Services to be activated. The activation of Services on a specific date is not guaranteed and we will have no liability in respect of any failure to commence the supply of Services by a given date.

4.4. If you become aware of an error in your order, you should contact us immediately and make us aware of the issue. Unless you have a relevant right to do so under Law, once the Contract has been formed in accordance with clause 4.3, you will not be entitled to cancel your order. To request cancellation of your order before the Contract has been formed, you should call us on 0203 393 0000.

4.5. Except where a relevant agreement is in place, and agreed, provides that another minimum period applies, the Contract for each Service will last for a minimum period of 36 months (as more fully described in clause 15.2).

4.6. When ordering Services, you must provide us with a valid email address and telephone number which you must maintain and monitor regularly for messages (“Master Contact Details”). We will keep your Master Contact Details on file, and we will use these to communicate with you on all matters in connection with these Terms. You can update your Master Contact Details at any time.

## **5. Delivery of Goods**

5.1. When you order Goods from us, you must provide us with a valid address to which can deliver the Goods. Orders for Goods up to 10KG in weight which are to be delivered within the UK mainland are subject to our standard delivery charge or as otherwise expressly agreed in advance.

5.2. We will contact you by email with an estimated delivery date. Dates for delivery are estimated only and cannot be guaranteed.

5.3. If no one is available at your address to take delivery, our courier will leave you a note that the Goods have been returned to our courier’s depot. If this happens, you must contact us to rearrange delivery. Please note that you will be required to pay all charges associated with re-delivery.

5.4. Risk in the Goods will pass to you on delivery, but we will continue to own the Goods until full payment in respect of the Goods has been received in accordance with clause 13.

5.5. On receiving the Goods, you must inspect them immediately and notify us within three Working Days of any damage or any other problem with the Goods received. If we send you incorrect Goods, the Goods you receive are damaged or are otherwise faulty or are being returned in connection with the warranty under clause 5.10, the relevant Goods may be returned to us in accordance with clauses 5.6 to 5.8 inclusive. Please note that Goods may not be returned for any other reason (save as otherwise provided under Law).

## **Returns**

5.6. If you have a valid right to reject and return the Goods either under Law or these Terms, you must contact our Support Team via email or telephone to arrange for the Goods to be returned. Goods can only be returned with a valid returns reference number issued by our Support Team.

5.7. Once the Goods have been returned to us, we will (at our discretion) either arrange for replacement Goods to be sent to you, or for the original Goods to be repaired.

5.8. All Goods to be returned must have been kept in suitable conditions to keep them free from damage and have been treated with reasonable care. If on inspection of the returned Goods, we determine (acting reasonably) that you have not stored the Goods in suitable conditions, you agree to pay us an appropriate amount (determined at our discretion, acting reasonably) for the damage caused.

## **Guarantees in respect of Goods**

5.9. Some of the Goods we sell come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods or on the manufacturer's website.

5.10. Save where otherwise stated, for Goods which do not have a manufacturer's guarantee, we provide a warranty that on delivery and for a period of 12 months from delivery, the Goods will be free from material defects. However, this warranty does not apply in the circumstances described in clause 5.11.

5.11. The warranty in clause 5.10 does not apply to any defect in the Goods arising from:

5.11.1. fair wear and tear;

5.11.2. wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;

5.11.3. if you fail to operate or use the Goods in accordance with the user instructions; or

5.11.4. any alteration or repair by you or by a third party who is not one of our authorised repairers.

5.12. Our sole liability under clauses 5.10 and 5.11 is limited to the replacement or repair of the relevant item.

## 6. **Services**

6.1. We will supply the Services with reasonable skill and care and take steps to ensure the Services are reasonably fault free and reasonably uninterrupted.

6.2. However, it is not a condition of the Contract, nor do we warrant or guarantee that the Services will be uninterrupted, secure or error-free.

6.3. Where an Order expressly states that a service level agreement (SLA) applies in respect of the Services, it will not constitute a breach of the Contract if the Services fail to meet the specified levels and the only remedy available to you for that breach will be the payment of service credits specified in the relevant SLA.

6.4. You acknowledge and agree that:

6.4.1. The Services were not designed with your individual requirements in mind and it is your responsibility to determine whether the Services will meet your needs; and

6.5. We rely on third parties to deliver telephone calls and other communications associated with the Services to and from our network. The performance of such third parties and their equipment is a matter beyond our reasonable control (as more fully described in clause 11.4). We may have to suspend the Services for emergency repairs, maintenance or improvement without prior notice. If we do so, we will restore them as quickly as reasonably practicable.

## **7. Your obligations**

### **General obligations**

7.1. You must comply with our reasonable instructions and requests concerning the Services.

7.2. You must provide us with up-to-date contact details of at least one named representative (including email addresses) with whom we are authorised to deal and promptly notify us of any changes in these details. We rely on this information for various reasons including the transmission of Service renewal notices and other important information concerning the Services (save that renewal notices for domain names will be sent in accordance with the contact information you have registered with the relevant Registry and not that registered with Bellcom Communications and/or Teknicare). You must update us promptly if your address changes.

7.3. You acknowledge and agree that we may exercise our Traffic Management Policy, and you agree to bring it to the attention of those persons you permit to use the relevant Services.

7.4. All Digital Voice (VoIP) platforms and servers will automatically lock should a malicious or fraudulent attack take place. This is to protect you. This may mean you will be unable to make or receive calls until the system is reset, which we will do once the threat is eliminated. You will not be liable for any charges due to unauthorised use of your system. However, you are responsible for all activity and Charges associated with your account where any malicious or fraudulent activity can reasonably be attributable to your negligence, or your failure to act in accordance with these Terms or with any relevant security advice or instructions we have given or made available to you.

### **Security obligations**

7.5. You must:

7.5.1. keep your username, password and other security information secure (and we may change these, or request that you change these, at any time when we consider it necessary for security purposes);

7.5.2. if requested use your username and password when giving instructions (and we are authorised to comply with instructions containing your username and password);



7.5.3. take reasonable steps in respect of matters in your control (in line with our instructions and advice) to minimise any risk of security breaches in connection with the Services;

7.5.4. notify us as soon as reasonably practicable, of any unauthorised access to your account or security details of which you become aware; and

7.5.5. comply with our security checks and authorise us to run automated scanning checks from time to time to help identify possible security vulnerabilities in the hardware and/or software configurations you use in connection with the Services. The information visible to us when running these checks is limited to what would be available to any other user on the public Internet and these checks are carried out purely with a view to improving your security. Any Data visible to us when we carry out these checks will be used solely for determining levels of security and will be handled in accordance with clause 17.

7.5.6. For the avoidance of doubt, in accordance with clause 7.4, you will be responsible for any Charges associated with your account which we reasonably believe are attributable to your failure to act in accordance with any relevant security advice or instructions we have given or made available to you.

## **8. Restrictions**

8.1. You must not use the Services in a way which contravenes the provisions of any Service.

8.2. You must not use the Services (or permit them to be used) for any illegal or unlawful purpose under any relevant Law. This may include, without limitation:

8.2.1. sending menacing, offensive, defamatory, obscene, indecent or abusive communications using the Services; and

8.2.2. using the Services to create or send Malware.

8.3. Without affecting clause 8.2, you are solely responsible for ensuring that your use of the Services does not contravene any relevant Law relating to the sending of unsolicited communications.

8.4. You warrant that your use of the Services will not infringe any third-party intellectual property or other rights.

8.5. If your use of the Services contravenes the provisions of any relevant agreement, usage cap or is otherwise having what we consider (acting reasonably) a material adverse effect on the Services, we may (in addition to any other rights we have under these Terms) do any of the following:

8.5.1. suspend the relevant Services immediately; and/or

8.5.2. arrange with you to change the Services and/or the associated usage caps you receive which may result in you paying higher Charges.

8.6. You agree to comply with the terms of any relevant software licence or similar agreement that we bring to your attention which relates to any software we provide to you as part of or in connection with the Services.

## **9. Complaints and dispute resolution**

9.1. We are committed to providing excellent service and we try to deal with any complaint fairly and within a reasonable period of time. However, if you are unhappy with any aspect of the service we provide to you, please contact us so we can investigate and do our utmost to resolve the issue. We operate a complaints procedure to help ensure that any complaints are dealt with efficiently and to your satisfaction.

9.2. If you are unhappy with the way we have sold, provisioned or delivered the service to you, you should:

9.2.1. In the first instance, telephone us on 0203 393 0000 or write via email to [team@bellcom.org](mailto:team@bellcom.org) or [support@teknicare.co.uk](mailto:support@teknicare.co.uk). We aim to respond to emails within 24 hours. Please ensure you retain the reference number the Support Team provide you with. Our Support Team will do their utmost to successfully resolve any problems at the point of first contact, but where this is not possible, we will agree a course of action with you.

9.2.2. If you remain unhappy with the way in which your complaint has been handled in the first instance, you may contact a member of the Management team via [info@bellcom.org](mailto:info@bellcom.org) or [info@teknicare.co.uk](mailto:info@teknicare.co.uk) mentioning your case reference number. They will respond and aim to resolve your complaint within 48 hours.

9.2.3. Please note that in all cases, we ask that you mention your incident reference number in all correspondence, and that you work with our management team to resolve your concern. In the unlikely event that your complaint has not been resolved by us to your satisfaction within a period of eight weeks, or if during the process of investigating your complaint you believe the situation has reached a deadlock, you may refer your complaint

to CISAS for independent consideration. CISAS will make an independent decision based entirely on the merits of the complaint.

More information on CISAS is available on their website <http://www.cisas.org.uk/> or you can write to them at the following address:

CISAS  
24 Angel Gate

London  
EC1V 2PT.

9.2.4. Nothing in this clause 9 will prevent us from exercising our any of our rights under clause 13 if you fail to pay the Charges in accordance with these Terms.

9.2.5. If we are unable to deal with your complaint, Ombudsman Services may be able to help. Ombudsman Services is an independent dispute resolution service.

Contact them by visiting our website ([www.ombudsman-services.org](http://www.ombudsman-services.org)) and completing an online complaint form or general enquiry form.

You can also call them Monday to Friday between 9am- 5pm,

Contact details:

Phone: 0330 440 1614

Email: [osenquiries@os-communications.org](mailto:osenquiries@os-communications.org)

Post: Ombudsman Services: Communications PO Box 730 Warrington  
WA4 6WU

## 10. **Matters beyond reasonable control**

10.1. If either Party is prevented, hindered or delayed from performing any obligation under these Terms because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom the relevant Party is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other Party for any resulting failure, delay, defect or omission in performing its obligations under these Terms.

10.2. We will not be liable for any failure or delay in supplying the Services to you if:

10.2.1. another supplier on whom we are reliant to supply the Services delays or refuses the supply of an electronic communications service to us and no alternative service is reasonably available at reasonable cost; or

10.2.2. legal or regulatory restrictions are imposed that prevent us from supplying the Services.

10.3. If any of the events detailed in clauses 10.1 or 10.2 materially affects the performance of the Contract and continues for more than three months, then either Party may terminate the Contract immediately in (in respect of some or all of the Services) by providing written notice to the other.

## 11. **Limitation of liability**

11.1. Nothing in these Terms in any way excludes or restricts our liability for negligence causing death or personal injury, for fraudulent misrepresentation or for anything which may not be validly restricted under English Law. Your statutory rights are unaffected.

11.2. For any one event or a series of events, our maximum liability in contract, tort (including negligence) or otherwise under or in connection with these Terms, is limited as follows:

11.2.1. in the case of Goods, to the Charges for the relevant Goods (excluding VAT), or, where applicable, to the replacement or repair of the relevant Goods under clause 5.7; and,

11.2.2. in the case of Services, to 125% of the Charges for the relevant Services (excluding VAT) during the duration of the event(s) complained of.

11.3. In no event (including our own negligence), and even if we have been advised of the possibility of such losses, will we be liable for any:

11.3.1. loss of profit, contract, business or anticipated savings;

11.3.2. loss of goodwill or reputation;

11.3.3. special, indirect or consequential loss;

11.3.4. damage to or loss of Data or other information; or

11.3.5. interrupted communications.

11.4. We will have no liability for goods and/or services provided by third parties or for any type of loss or damage which is the result of any act or omission of any third party (including, without limitation, engineers from Openreach or any similar entity).

11.5. We will not be liable for any delay or failure in the performance of our obligations under these Terms where such delay or failure is attributable to matters beyond our reasonable control as set out under clause 10.

11.6. To the fullest extent permitted by Law, we exclude all terms implied by Law that are not expressly set out in these Terms including, without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose. Your statutory rights are unaffected.

## 12. **Indemnity**

12.1. You agree to indemnify us against any claims or legal proceedings that are brought or threatened against us by a third party because you have used the Service in a way which is, or has been, in breach of clauses 7 or 8.

## 13. **Payment**

13.1. Charges for Goods and Services must be paid by direct debit or BACS only.

13.2. Charges for Goods and Services must be paid within 14 days of the date of our invoice by one of the following methods:

13.2.1. if paying monthly, by direct debit; or

13.2.2. by BACS, if agreed.

13.2.3. if no direct debit is in place, or BACS arrangement agreed, by the end of the second month of service, we reserve the right to add an administration charge of £10.00 per month until such time as a valid direct debit is in place or BACS payment has been agreed.

13.2.4. Should a payment fail (DD/GoCardless), or BACS is returned, for any reason, we reserve the right to make an administrative charge of £10.00 per payment or invoice.

13.3. If you fail to pay the Charges in accordance with these Terms, the following procedure will apply:

13.3.1. We may suspend your Services at any time; and

13.3.2. We will send you email reminders for up to 15 days after the Invoice Date inviting you to make payment as soon as possible. If payment is not made within 30 days of the Invoice Date, your account will be suspended. If your account is not brought up to date within a further 15 days your account will be deleted and will be incapable of reactivation.

13.4. All Charges remain payable where we suspend the Services in accordance with clause 13.3. If your Services have been suspended, they will not be usable until payment is made, and the Services have been reactivated.

13.5. Payment of the Charges must be made without deduction or set-off.

13.6. All Charges are non-refundable unless otherwise stated.

13.7. We reserve the right to charge you interest on any overdue Charges in accordance with the Late Payment of Commercial Debts Act 1998 or other applicable Law (determined at our discretion).

13.8. Where payment of the Charges is not made in accordance these terms, we may take all debt recovery measures available under Law that we consider appropriate.

#### 14. **Changes to the Terms, the Charges and the Services**

##### **Changes to the Terms**

14.1. Every time you order Goods and Services from us, the Terms in force and published on our Website at the date of your order will apply to the Contract.

14.2. We may amend these Terms on giving you at least one month's notice in writing.

##### **Changes to the Charges**

14.3. We may amend the Charges (excluding the Call Tariffs) on giving you at least one month's notice in writing. However, this notice requirement does not apply to our right to charge you for going over your usage cap in line with our Fair Usage Policy.

14.4. We may amend the Call Tariffs at any time by giving you at least 7 days' notice in writing. If we both agree (acting reasonably) that any such change is to your material detriment, you may end the Contract under clause 15.3 without penalty even if you are within the Minimum Contract Period.

14.5. The Charges will also change if you change Services or if we charge you for going over your usage cap where applicable.

14.6. We may also amend the Charges if required by Law or any competent regulatory authority. We will use our reasonable endeavours to provide you with notice in writing before any change to the Charges take effect under this clause 14.6.

### **Changes to the Services**

14.7. We may from time-to-time change, replace or withdraw Services in accordance with these Terms.

14.8. Without affecting our right to suspend the Services under these Terms, we will give you at least one month's notice in writing if we make any change to the Services which affects the Charges, or which is likely to be to your material detriment, or if we withdraw your chosen Service. We will give you written notice of any other change to your chosen Service.

14.9. If we reduce the level of service provided by your chosen Service, or withdraw it completely, and we both agree (acting reasonably) that the change is to your material detriment, you may end the Contract under clause 15.3 without penalty even if you are within the Minimum Contract Period.

## **15. Duration and termination of the Contract**

15.1. As set out in clause 4.3, a separate Contract will be formed for each item of Goods and for each individual Service you order.

15.2. Except where a relevant Agreement provides that another period applies, the Contract for each Service will last for a minimum period of 36 months ("Minimum Contract Period") and the Contract will continue until terminated in accordance with clauses 15.4 or 15.5. Save where these Terms provide otherwise, you agree to pay the Charges associated with each Service for the Minimum Contract Period even if you decide to cease it before the end of this period (the payment of these Charges being an "Early Termination Charge"). You acknowledge and agree that we may charge the Early Termination Charge directly to any direct debit or bank account you have provided us with details of. When you cease some Services (whether before or after the Minimum Contract Period), we incur certain charges from our wholesale supplier which you will be liable to pay ("Additional Termination Charges"), in addition to any Early Termination Charge that is payable.

15.3 Some products supplied have annual licences. These include, but not limited to, Microsoft 365, 3CX Hosted Voice, Ethernet connectivity. These will automatically extend by 12 months on their anniversary unless cancelled in accordance with clauses 15.4 or 15.5.

15.4. Subject to clauses 15.2 and 15.3, either Party may terminate the Contract (in respect of some or all of the Services) for any reason by giving the other one month's written notice, with services and charges ceasing on the last day of the month following the date of notice (ie; notice provided on 25<sup>th</sup> of July would cease on 31<sup>st</sup> August).

15.4.1. We may terminate the Contract (in respect of some or all of the Services) or suspend some or all of the Services by giving 30 days written notice at any time during the "Minimum Contract Period".

15.5. We may terminate the Contract (in respect of some or all of the Services) or suspend some or all of the Services by giving 30 days written notice at any time during the "Minimum Contract Period" if..

15.5.1. you fail to pay the Charges in accordance with clause 13; or

15.5.2. you commit a material breach of the Contract, unless such breach is capable of remedy, in which case our right to terminate immediately will be exercisable only if you fail to remedy the breach within 14 days of us sending you a written notice to do so; or

15.5.3. you or anybody using your account or the Services we supply to you act towards our staff or representatives in a way which we consider (acting reasonably) to be offensive, aggressive or inappropriate; or

15.5.4. if you are subject to a resolution for winding up or a petition for bankruptcy or liquidation or there is a proposal, or you enter into any arrangement or composition with your or for your creditors or a receiver or liquidator or trustee in bankruptcy is appointed over you or any of your assets or any similar circumstances; or

15.5.5. if we are required to do so by a regulatory authority; or

15.5.6. if you provide unauthorised payment details or other material details we request from time to time.

15.6. If we have reasonable grounds to suspect fraud or any other unauthorised activity associated with your account, we may suspend the affected Services immediately.



15.7. On termination of the Contract or suspension of Services for any reason:

15.7.1. we will immediately stop supplying, and will terminate access to, the relevant Services. This may involve irretrievable damage to or loss of Data or we may destroy any such Data;

15.7.2. all licenses granted by us to you will terminate;

15.7.3. any fees due remain payable and, if already paid, will be non-refundable; and

15.7.4. your accrued rights and liabilities will be unaffected.

15.8. Whenever, in accordance with these Terms, you request the cancellation of Services or you give us notice to terminate the Contract, you must communicate with us using the email address from your Master Contact Details or by letter featuring your business' letterhead. Requests to cease Services made by a telephone call to the Support Team will not be valid.

## 16. **Confidentiality**

16.1. We both agree not to use Confidential Information belonging to the other Party for any purpose other than in connection with these Terms or to disclose any such Confidential Information to any unauthorised third party without prior permission. "Confidential Information" means information in whatever form which, at the time of provision, was expressly or by necessary implication identified as being of a confidential nature.

16.2. Clause 16.1 above will not apply to information which:

16.2.1. enters the public domain other than through breach of clause 16.1;

16.2.2. is or becomes independently known to the receiving Party free from any confidentiality restriction;

16.2.3. is required to be disclosed by applicable Law or competent authority;

16.2.4. is reasonably disclosed to employees, suppliers or others required for the proper performance of the Contract;

16.2.5. is reasonably disclosed to professional advisers; or

16.2.6. is otherwise permitted in accordance with these Terms or any associated document

## 17. **Data, Personal Data and website cookies**

17.1. We do not provide a back-up of your Data or guarantee the integrity of your Data, unless this option has been taken and payment for this service is up to date. You should regularly backup the Data that you store using the Services. Following a regular backup plan can help you prevent loss of your Data. However, we will use our reasonable endeavours to provide copies of Data for disaster recovery purposes.

17.2. We may access, copy, preserve, disclose, remove, suspend or delete any Data:

17.2.1. if we are required to do so by applicable Law or competent authority; or

17.2.2. if reasonably required for the purposes of carrying out our obligations, or enforcing our rights, under the Contract; or

17.2.3. if it is otherwise permitted under these Terms; or

17.2.4. if such Data is prohibited under these Terms.

17.3. We will process your Personal Data only in compliance with our privacy policy.

17.4. You consent to such processing and confirm that you have shown our Privacy Policy to, and obtained similar consent from, any third-party individuals whose Personal Data you have supplied to us and will continue to do so in the future.

17.5. We will retain your Data and Personal Data in accordance with the relevant sections of our Privacy Policy.

17.6. You acknowledge that our Cookie Policy will apply when you visit our Website using any relevant communications device.

## 18. **Notices**

18.1. Any notice or other communication required under or in connection with these Terms will be in writing and will be delivered by hand or sent by pre-paid first-class post or other next Working Day delivery service, at its registered office (if a company) or (in any other case) its principal place of business, or by email to the other Party's nominated email address.

18.2. Any notice or communication will be deemed to have been received if delivered by hand, on signature of a delivery receipt, or, if sent by email, at

9:00 am on the next Working Day after transmission, or otherwise at 9:00 am on the second Working Day after posting.

18.3. Neither Party will use email for the service of any proceedings or other documents in any legal action or, where applicable, any method of dispute resolution.

## 19. **General**

19.1. These Terms constitute the entire agreement of the parties which supersedes all prior agreements and representations (unless fraudulent) and you acknowledge that that no reliance is placed on any representation made but not embodied in these Terms, save for those made fraudulently. We are not bound by, nor should you rely on, any oral representations or representations by any agent or employee of Bellcom Communications and/or Teknicare, or by any third party.

19.2. These Terms apply to the Contract to the exclusion of any other terms that you might seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

19.3. If any of these Terms are deemed unlawful, invalid or void for any reason, the offending words will be deemed deleted and all other Terms will continue in full force and effect.

19.4. The Contract is personal to you. You may not assign the Contract without our prior written consent. We may assign this Contract or subcontract any of the Services at our discretion (acting reasonably).

19.5. The Contracts (Rights of Third Parties) Act 1999 will not apply to the Contract.

19.6. The failure to exercise or delay in exercising a right or remedy under these Terms will not constitute a waiver of the right or remedy.

19.7. Nothing in these Terms will be construed as creating a partnership or joint venture of any kind between us.

19.8. In the event of any conflict between the Main Body Terms and any other document expressly referred to in the Terms, the following order of precedence will apply:

1. a) The relevant Agreement;
2. b) The Main Body Terms;
3. c) Any document expressly referred to in the Terms.

19.9. Where you are domiciled within the United Kingdom, the Contract and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the laws of your country of domicile and will be subject to the exclusive jurisdiction of the courts of that country.

19.10. Where you are domiciled outside of the United Kingdom, the Contract and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales and will be subject to the exclusive jurisdiction of the courts of England and Wales.